

As referred to in Clause 1.3 of the MSA, these Service Specific Terms set out the terms and conditions which apply specifically to the Managed Services to be provided pursuant to an Order Form.

Unless otherwise defined in Annex A to these Service Specific Terms, all capitalised terms shall have the meanings set out in the MSA.

1. MANAGED SERVICES

- 1.1 The Parties will specify the timescales for the commissioning of the Managed Services in the relevant Order Form (the "**Implementation Plan**"). Supplier shall use reasonable endeavours to meet the performance dates set out in the Implementation Plan, but any such dates shall be estimates only, and time shall not be of the essence in the Agreement.
- 1.2 Before the Service Start Date, Supplier will in accordance with the Implementation Plan configure, test and set up the relevant Managed Services (subject to Client's performance of all Client obligations including those set out in section 3).
- 1.3 Supplier will provide the Managed Services from the Service Start Date until expiry or termination of the Agreement for any reason.
- 1.4 Supplier reserves the right to:
 - (a) modify or replace (including hardware or software) any part of the Supplier's System, its network, system configurations or routing configuration; or
 - (b) modify or replace (including hardware or software) any Supplier Equipment used to deliver any Service,
- 1.5 provided that such changes have no material adverse impact on the core features and functionality of the Managed Services. If such changes will have an adverse effect, Supplier shall notify Client and the Parties shall follow the Change Control Procedure.
- 1.6 Supplier may carry out Maintenance from time to time and will use reasonable endeavours to inform Client at least five days before any Maintenance that will affect the Managed Services, however Client agrees Supplier may provide less notice than normal where emergency Maintenance is required or where Supplier has not been provided with sufficient notice by a third party supplier.

2. FEES AND EXPENSES

- 2.1 Client will pay Supplier the Fees as set out in the applicable Order Form in accordance with the billing and payment terms set out in the Billing Guide.
- 2.2 **Travel:** Supplier's pricing is based on work being performed at the locations set out in section 6. There will be no travel by Supplier to other locations outside of those locations as part of the



Managed Services. If Supplier personnel do have reason to travel to any other locations, Supplier shall be entitled to charge the additional expenses incurred.

3. CLIENT ASSUMPTIONS AND DEPENDENCIES

- 3.1 Where any Managed Service is to be delivered from a location that is not operated or provided by Supplier, Client will, where relevant:
- (a) provide Supplier with access to any Client Sites during business hours, or as otherwise agreed, to enable Supplier to set up, deliver and manage the Managed Services;
 - (b) allow Supplier to set up any specialist equipment at the Client Site(s) which may be required for performance of the Managed Services;
 - (c) complete any preparation activities that Supplier may request to enable Supplier to perform the Managed Services, such activities to be performed promptly and in accordance with any reasonable instructions and timescales;
 - (d) remain responsible for the use of the Managed Services under its control, including any use by third parties;
 - (e) be responsible for satisfying all IT hardware requirements and infrastructure requirements. This includes (but is not limited to):
 - (i) access to Client technology systems, including development, test and pre-production platforms, including the permissions to perform software deployments;
 - (ii) development, test, pre-production and production environments on which the system components will be developed and tested; and
 - (iii) tools required to manage all of the environments and solution components; and
 - (f) notify Supplier of any planned work that may affect the Managed Services;
 - (g) where the Managed Services require Supplier to manage or exercise rights in connection with third party software or licences, ensure that all necessary use and access rights under those licences are provided to Supplier in advance of the Service Start Date, and ensure that all such necessary use and access rights required are maintained for Supplier at all times throughout the provision of the Managed Service.
- 3.2 Client must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure. This includes informing Supplier promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, Supplier shall work with Client to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including whether it is appropriate to suspend the Managed Services).
- 3.3 Client shall not provide the Managed Services directly or indirectly to third parties.



4. OUT OF SCOPE

4.1 In addition to any services listed as out of scope in the Order Form, the following are generally out of scope for the Managed Services unless specifically agreed:

- (a) procurement of software or hardware; and
- (b) provision of training.

5. SECURITY

5.1 Supplier will:

- (a) ensure at all times that appropriate safety and security systems, policies and procedures are maintained and enforced to prevent unauthorised access or damage to, and to ensure the business continuity of, any and all of the Managed Services, the Supplier's System and related networks or resources in accordance with Good Industry Practice, including an incident management process which shall enable Supplier, as a minimum, to discover and assess Incidents, and to prioritise those Incidents;
- (b) ensure that the Supplier's System is designed, maintained and upgraded at all times so as to mitigate against Incidents.

5.2 Client will:

- (a) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Managed Services;
- (b) maintain a list of current Users and provide a copy of such list to Supplier upon Supplier's written request;
- (c) immediately terminate access for any person who is no longer a User;
- (d) take all reasonable steps to prevent unauthorised access to the Services under management;
- (e) change any or all passwords or other systems administration information used in connection with the Managed Services if Supplier requests in order to ensure the security or integrity of the Managed Services;
- (f) ensure that any Client Equipment that is connected to the Managed Services or that is used in connection with the Managed Services is:
 - (i) adequately protected against viruses and other breaches of security; and
 - (ii) will not harm or damage the Supplier System or Supplier Equipment; and
- (g) promptly inform Supplier if it suspects or uncovers any Incident.



6. SERVICE LOCATIONS

- 6.1 **Supplier Locations:** Managed Services will be provided by Supplier from its offices. Supplier may change Supplier locations at its sole discretion provided such change does not detrimentally impact the Managed Services or the obligations of Client in any material respect, or increase the Fees under the Agreement.



Annex A

DEFINITIONS

"Client Equipment"	means equipment owned by Client or its suppliers, used in the provision of the Connectivity Services to Client;
"Client Site"	means any premises occupied by Client at which it receives the Managed Services;
"Implementation Plan"	has the meaning given to it in section 1.1;
"Incident"	means any vulnerability, virus or security incident which: a) may affect the Managed Services; or b) may affect Supplier's network and information systems such that it could potentially affect Client or the Managed Services;
"Maintenance"	means any error corrections, updates and upgrades that Supplier may provide or perform with respect to the Managed Services, as well as any other support or training services to be provided to Client under the Agreement;
"Managed Services"	means the specific managed services to be provided by Supplier to Client under an Agreement as set out and more fully described in the relevant Service Description as including a management component, or Order Form;
"Service Start Date"	means the date on which Supplier will commence providing the Managed Services as agreed in accordance with sections 1.1 and 1.2;
"User"	means any individual or entity that the Parties agree in an Order Form may access or use the Managed Service;
"Supplier Equipment"	means equipment owned by Supplier or its suppliers, located at a Client Site, and used in the provision of the Connectivity Services to Client;
"Supplier System"	means equipment used by Supplier or its suppliers, used in the provision of Services to Client.